

EXHIBIT “2”

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

LELAND TAYLOR AND
KAREN TAYLOR,

Plaintiffs,

v.

NADEL & GUSSMAN, LLC,

Defendant.

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CIVIL ACTION NO. 2:08-CV-268-TJW

FIRST AMENDED PLEA IN INTERVENTION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, New Hampshire Insurance Company, and files this, its First Amended Plea in Intervention, respectfully showing the Court as follows:

I..

PARTIES

1. Plaintiff Leland Taylor and Plaintiff Karen Taylor are citizens of the state of Louisiana.
2. Defendant Nadel & Gussman, LLC is an Oklahoma corporation maintaining its principle place of business in the State of Oklahoma.
3. New Hampshire Insurance Company is licensed to do business in the State of Texas, and maintains its principle place of business in the State of New York.

II.

JURISDICTION

4. Jurisdiction is based upon diversity of citizenship between the parties to this action under 28 U.S.C. §1332. The amount in controversy exceeds \$75,000.

III.

VENUE

5. Venue is proper with this Court because the incident made the basis of this suit occurred within the Eastern District of Texas.

IV.

FACTUAL BACKGROUND

6. Plaintiffs brought this action against Defendant based upon an incident occurring on or about August 29, 2007 in Rusk County, Texas, which is within the Eastern District of Texas.

7. On the date in question, Plaintiff Leland Taylor was monitoring the flow-back on a natural gas well operated by Defendant when an unanchored pipe flow-back line ruptured. As a result of this, Plaintiff Leland Taylor sustained severe and permanent injuries. Intervenor hereby incorporates and adopts the facts summary and acts of negligence asserted in Plaintiff's First Amended Complaint.

8. As a result of these injuries, Plaintiff Leland Taylor has received medical treatment and also missed time from work. In addition, he sustained an impairment to his earning capacity.

9. At the time of the accident in question, Plaintiff Leland Taylor was employed by

Boone Oilfield Consulting, Inc. Boone Oilfield Consulting, Inc. maintained a worker's compensation policy for its employees through New Hampshire Insurance Company. Pursuant to that policy, New Hampshire Insurance Company paid medical and indemnity benefits to and on behalf of Leland Taylor. To date, those payments are \$258,569.25. These payments may rise in the future.

10. Under the insurance policy, as well as §417 of the TEXAS LABOR CODE, Intervenor is subrogated to the rights of Leland Taylor for the payments its has made.

V.

CLAIM FOR RELIEF

11. Intervenor fully incorporates the allegations set forth in paragraphs 1 through 10. Intervenor fully incorporates the First Amended Complaint filed by Plaintiff Leland Taylor in this matter.

12. In addition, Intervenor asserts that Defendant was negligent at the time of the incident in question by failure to use ordinary care. The negligence of Defendant was the proximate cause of the damages to Leland Taylor, which necessitated payment by Intervenor for his medical and indemnity benefits.

VI.

DAMAGES

13. To date, Intervenor has made payments of \$258,569.25 in benefits to and on behalf of Plaintiff Leland Taylor for medical benefits and indemnity benefits. This amount may rise in the future. These damages were proximately caused by Defendant's negligence.

VII.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Intervenor prays that Defendant answer herein, and that, upon final trial, Intervenor recover of and from Defendant at least \$258,569.25, pre-judgment and post-judgment interest as allowed by law, and all other and further relief to which Intervenor may show itself to be justly entitled.

Respectfully submitted,

DOWNS & STANFORD, P.C.

By: /s/ Laura D. Schmidt
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COUNSEL FOR INTERVENOR
NEW HAMPSHIRE INSURANCE COMPANY

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing instrument has been served upon counsel of record on this the 1st day of August, 2009, via:

<u> </u>	certified mail, return receipt requested
<u> </u>	facsimile
<u> </u>	hand delivery
<u> </u>	first class mail
<u> x </u>	the Eastern District ECF system.

/s/ Laura D. Schmidt
Laura D. Schmidt